

Ellisville State School



Rinsey McSwain
Director

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Sealed proposals will be received in the Purchasing Office of Ellisville State School until **2:00 p.m. November 30, 2016**, for the purpose of establishing a contract to provide certain professional services related to providing medical supplies and equipment as directed by the Medical Staff of the Agency to third party patients.

The nature and scope shall be to:

- a. Provide the maximum amount (overall billing) the vendor is capable of, supplies, products, nutritional needs, and equipment pertaining to enteral feeding for patients that qualify for Medicare Part B Services. Provided that it is feasible under the current Medicare fee screen.
- b. Provide preventive and regular maintenance on all equipment that is furnished to the Agency by the Contractor.
- c. Bill Medicare direct for all supplies, products, nutritional needs, and equipment used by the Third Party Patients of the Agency. The Agency will not be responsible for any charges for any services, supplies, or products made available by the Contractor to the Third Party Patients at the Agency. The Contractor will have Medicare provide the Agency with a copy of Medicare EOMB upon request. The contractor will also provide an annual accounting of costs incurred by the contractor during the year to compare against estimated savings proposed as a result of this solicitation.
- d. Provide the Agency with a patient roster of products delivered monthly.
- e. Provide in-services and explain services to Agency staff pertaining to nutritional assessments for all enteral patients and coordinate in-services on all equipment to be used in Agency.
- f. Provide a monthly update to the D.O.N. and/or Dietician of all Medicare Part B Enteral patients.
- g. Deliver supplies, products, and equipment to the areas specified by the D.O.N. and /or Dietician at the respective unit within 24 - 48 hours of being notified of the request.

- h. Provide unavailable or back-ordered items to the Agency in a reasonably short time period as possible based on the availability of items.
- i. The contractor must certify that he is duly licensed and qualified to render services on behalf of the Agency.
- j. Any specialized equipment or supplies needed by the Contractor but not relating to client care must be supplied by the Contractor.
- k. Provide all feedings based on a month's supply to be delivered monthly.

The proposal will be scored based on the following:

- 1. A record of past performance of similar work (10 points)
- 2. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (10 points)
- 3. Proposer's ability to provide the required services as reflected/evidenced by qualifications (Experience, board certifications, license, etc.). (10 points)
- 4. Proposed Plan (10 points)
- 5. An estimate of costs of products incurred during a year of operation (60 points)

The Contractor agrees that the services performed or provided under the terms of this agreement will meet or exceed applicable accreditation standards in the field or area governing above stated services. The Contractor certifies that he is duly licensed and qualified to render the services as stated in this agreement on behalf of the Agency.

The Agency shall furnish and/or make available any information needed by the Contractor for the purpose of billing Medicare. This information includes, but is not limited to the following: Medicare information, client medical records, and doctors' orders.

The Contractor will bill the clients' Medicaid, Medicare, and health insurance directly. The Agency will provide the Contractor with the required information for the direct billing. The Agency will not be billed for the services of the Contractor.

The Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor, and shall at no time act as an agent for the State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency; and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

The Agency's authorized representative is empowered to accept or reject the services furnished by the Contractor in compliance with the provisions of this contract. The engagement shall begin on January 01, 2017 and will end on December 31, 2017.

The Agency shall throughout the life of the contract, have the right of reasonable rejection and approval of staff assigned to the work by the Contractor. If the Agency reasonably rejects staff, the Contractor must provide replacement staff satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor.

Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.

The Contractor agrees to hold the Agency harmless for any judgement arising from acts or omissions of the Contractor.

This agreement may be altered, amended, or modified only by a written document executed by the Agency and the Contractor. The Agency may, from time to time, request changes in the scope of services to be performed by the Contractor. Such changes shall be included in written agreements, signed by the agency and the Contractor. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract.

The Agency or the Contractor can terminate this contract at any time for any reason by giving written notice to the proper party specifying the effective date thereof at least thirty (30) days before the effective date of termination.

Ellisville State School will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by Ellisville State School may be included elsewhere in the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize information pertinent to the work.

Proposals shall be submitted in a sealed opaque envelope, addressed and marked as indicated below. Proposals incorrectly marked and inadvertently opened by mail room personnel will not be considered.

Mail To:
Ellisville State School
Purchasing Office
1101 Hwy 11 South
Ellisville MS 39437

Mark Lower Left Corner of Envelope:
Medicare Proposal
Attn: Lana Jefcoat
11-30-16

A qualified offeror must have been in the business for a minimum time of five (5) years.

By submitting a proposal, the organization in question certifies that they are authorized to conduct such business in the State of Mississippi.

Ellisville State School reserves the right to exercise the option to grant a one year extension at the end of the contract period if agreeable with the contractor and if considered to be in the best interest of the agency. A primary consideration for renewal or non-renewal shall be the actual difference determined between estimated and actual costs incurred by the contractor. A negative discrepancy of 10% or greater shall be grounds for non-renewal. All terms and conditions set out herein shall be in effect during the term of the extension. Ellisville State School reserves the right to waive minor irregularities and to reject any or all proposals.

All submitted proposal become the property of Ellisville State School.

Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the state. The contractor shall comply with applicable federal, state, and local laws and regulations.

Availability of Funds: It is expressly understood and agreed that the obligation of the State of Mississippi to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State of Mississippi, the State of Mississippi shall have the right upon ten (10) days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capital

Street, Suite 800, Jackson, MS 39201, for inspection, or downloadable at www.mspb.ms.gov

Compliance with Laws

Contractor understands that Ellisville State School is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provisions of services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Stop Work Order

Order to stop work: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- A) cancel the stop work order; or,
- B) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

Cancellation or expiration of the order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- A) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract: and,
- B) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Representation Regarding Contingent Fees

The bidder, offeror, respondent, or contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's proposal.

Representation Regarding Gratuities. The bidder, offeror, or contractor represents that it has not violated, is not violating, and promised that it will not violate the prohibition against gratuities set forth in Section 6-204 of the Mississippi Personal Services Contract Procurement Regulations.

Acknowledge of Amendments:

Offerors shall acknowledge receipt of amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by Ellisville State School by the time and the place specified for receipt of proposals.

Certification of Independent Price Determination

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

E-Payment

Contractor agrees to accept all payments in US currency via the State of MS's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with MS law on "Timely Payments for Purchases by Public Bodies," MS Code Annotated 31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

E-Verification

Contractor represents and warrants that it will ensure its compliance with the MS Employment Protection Act, MS Code Annotated 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of MS. As used herein, "status verification system" means the legal Immigration and Immigration Responsibility Act of 1966 that is operated by the US Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- 1) termination of this agreement and ineligibility for any state or public contract in MS

for up to three (3) years with notice of such cancellation/termination being made public;

2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in MS for up to one (1) year; or,

3) both - in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "MS Public Records Act of 1983," codified as section 25-61-1 et seq., MS Code Annotated and exceptions found in Section 79-23-1 of the MS Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the MS Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the MS code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at www.transparency.mississippi.gov. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

Trade Secrets, Commercial and Financial Information

It is expressly understood That Mississippi Law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Paymode

Payments by state agencies using the State's accounting (MAGIC) system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Include this page with your sealed RFP

Date: _____

Telephone: _____

Fax: _____

Address: _____

City: _____

State/Zip: _____

By: _____
Printed Name

Signature Required

Prospective Contractor's Representation Regarding Contingent Fees:

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (circle applicable word) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.